

MAYOR'S OFFICE FOR POLICE AND CRIME – CONDITIONS OF CONTRACT

- (1) **THE MAYOR'S OFFICE FOR POLICING AND CRIME** of City Hall, The Queen's Walk, London, SE1 2AA ("**MOPAC**"); and
- (2) (Company/Charity registration no:whose registered office is at,, ("**the Recipient**").
- (3) Contacts:

MOPAC		Recipient:	
Name	Hannah Johns	Name	
Title	Programme Officer	Title	
Email	Hannah.johns@mopac.london.gov.uk	Email	
Tel/Mob	07849 308455	Tel/Mob	
GDPR Role	Controller	GDPR Role:	Processor

Start Date of Provision: 1st October 2021

End Date of Provision: 31st December 2022

Cost of Provision:

1. Definitions – In these conditions: -

- (i) "Contractor" means the Recipient listed in Contacts above.
- (ii) "Contract" means the terms of this document and the documents forming the Contractor's quotation or tender and the MOPAC's acceptance of them, but excludes any standard conditions of the Contractor.
- (iii) "MOPAC" means the Mayor's Office for Police and Crime.
- (iv) "Goods" means anything supplied or to be supplied to the MOPAC under the Contract.
- (v) "Services" means any services provided or to be provided to the MOPAC under the Contract.

Requirements:

Any approach to tackle VAWG also focuses on empowering young men and boys to speak out against VAWG. MOPAC is committed to affecting behaviour change around empowering young men and boys to speak out against VAWG. MOPAC would expect all recipients of contracts and services to support this aim. Any agency working with young people in any project that we

commission must adhere to this and demonstrate that they can support young men to be strong in their commitment to equality and healthy relationships

2. Law and Public Policy

- 2.1. The Contract shall be governed by and interpreted in accordance with English Law and each party agrees to submit to the jurisdiction of the English courts. While the parties shall use their best endeavours to avoid any illegality, the invalidity or unenforceability of any part of the Contract shall not affect the other provisions of the Contract.

3. Variations and Waiver

- 3.1. This document shall prevail over any other document forming part of the Contract if there is any ambiguity or contradiction. A failure by either party to exercise their rights under this Contract shall not be a waiver of those rights.
- 3.2. The Contract may only be varied or amended with the written agreement of both Parties. The details of any variations or amendments shall be set out in such form as MOPAC may dictate and shall not be binding upon the Parties unless signed by an authorised representative of each party.

4. Price, Invoices and Payment

- 4.1. A priced invoice showing VAT separately and bearing the MOPAC Purchase Order number, which shall be issued to the Contractor by MOPAC, shall be forwarded to the following email:
SSCL.MPS.ap@police.sscl.com,
copying in the lead MOPAC commissioner email;
hannah.johns@mopac.london.gov.uk
- 4.2. failure to comply with this requirement may result in delays to payments made to you.
- 4.3. Payment will be made within 30 days on receipt of an invoice; subject to satisfactory progress and satisfactory completion of Services delivered, except where the invoice is in dispute.
- 4.4. Schedule 2 set outs a breakdown of the pricing and payments of schedule due under this Contract.

5. Corrupt Gifts and Payments of Commission

- 5.1. The Contractor shall be compliant with MOPAC's Anti bribery and corruption policy at all times and not receive or agree to receive from any person, or offer or agree to give to any person, or procure for any person, any gift or consideration of any kind as an inducement or reward for doing or not doing anything, or for showing favour or disfavour to any person in relation to the subject matter of this Contract.

6. Performance

- 6.1. The Contractor shall supply the Goods or provide the Services in accordance with the requirements of the Contract and shall comply with all relevant law. Performance and Financial information may be required to be submitted through the GLA OPS system. The commissioner will advise if it applies to this contract

7. Confidentiality

- 7.1. "Confidential Information" means the terms of this Agreement and any and all information (whether written or verbal) that by its nature may reasonably be regarded as confidential to MOPAC (whether commercial, financial or otherwise) including information which relates to the

business affairs, Recipients, know-how or personnel of MOPAC;

- 7.2. The Contractor, its employees, agents, servants and/or sub-contractors shall not disclose to any third party either during the duration of this Contract or for a period of 6 years thereafter, unless express permission has been given by MOPAC, any information relating to the Services, this Contract and its performance of the Services.
- 7.3. The Contractor shall keep secure all material containing any information in relation to the Contract and its performance.
- 7.4. The Contractor shall not make use of the Contract or any material or information provided by or on behalf of MOPAC otherwise than for the purpose of the Contract. However, neither party will be in breach of any obligation to keep any material or information relating to the Services, this Contract and its performance of the Services or other material or information confidential or not to disclose it to any other party to the extent that it:
 - 7.4.1. is known to the party making the disclosure before its receipt from the other party, and not already subject to any obligation of confidentiality to the other party;
 - 7.4.2. is or becomes publicly known without any breach of this Contract or any other undertaking to keep it confidential;
 - 7.4.3. has been obtained by the disclosing party from a third party in circumstances where the disclosing party has no reason to believe that there has been a breach of an obligation of confidentiality owed to the other party;
 - 7.4.4. has been independently developed by the disclosing party;
 - 7.4.5. is disclosed pursuant to the requirement of any law or regulation (provided, in the case of a disclosure under the Freedom of Information Act 2000, none of the exceptions to that Act apply to the information disclosed) or the order of any Court of competent jurisdiction, and the party required to make that disclosure has informed the other, within a reasonable time after being required to make the disclosure, of the requirement to disclose and the information required to be disclosed; or
 - 7.4.6. is approved for release in writing by the other party's authorised representative.
- 7.5. If the Contractor receives a request under the Freedom of Information Act 2000 (FOIA) to disclose any material or information that is provided by MOPAC in relation to this Contract, it will notify and consult with MOPAC. MOPAC will respond to the Contractor within 10 days after receiving the notice if that notice requests MOPAC to provide information to assist the Contractor to determine whether or not an exemption to the FOIA applies to the information requested under that Act.

8. Intellectual Property Rights

- 8.1. Subject to any prior rights of the Contractor, and to the rights of third parties, all intellectual property rights, including copyright, resulting from this Contract shall vest in and be the absolute property of MOPAC.

9. Termination

- 9.1. If the Contractor fails to fulfil its obligations under the Contract, or becomes insolvent, MOPAC may terminate the Contract forthwith and recover any costs from the Contractor in accordance with clause 13.
- 9.2. The MOPAC shall, in addition to its powers under these conditions, have the power to terminate the Contract at any time by giving the Contractor 1 month's written notice. MOPAC reserves the right to direct the Contractor to cease all work connected with the Contract during the period of notice. Where MOPAC has invoked either of these rights, the Contractor may claim

reasonable costs necessarily and properly incurred by it prior to the date of termination, excluding loss of profit. For the avoidance of doubt the Contractor's claim under this condition may not exceed the total cost of the Contract had it not been terminated, less any sums already paid.

10. Sub-contracting and assignment

- 10.1. The Contractor shall not sub-contract or transfer, assign, charge, or otherwise dispose of its right and/or obligations under the Contract or any part thereof without the prior written consent of MOPAC. Where the Contractor enters into a contract with a Recipient or sub-contractor for the purpose of performing the Contract or any part of it, it shall ensure that the sub-contract requires payment within a maximum period of 30 days from receipt of a valid invoice as defined by the Contract.

11. Loss or Damage

- 11.1. The Contractor shall, without delay and at its own expense, reinstate, replace or make good to the satisfaction of MOPAC, or if MOPAC agrees, compensate MOPAC for any loss or damage caused to MOPAC and connected with the execution of the Contract or any breach of the Contract, except to the extent that such loss or damage is caused by the neglect or default of MOPAC. "Loss or damage" includes: loss or damage to property; personal injury to or the sickness or death of any person; loss of profits or loss of use suffered as a result of any loss or damage.

12. Insurance

- 12.1. The Contractor shall maintain appropriate insurance cover for all its liabilities arising under the Contract and shall provide MOPAC with evidence of such cover on request.

13. Recovery of Sums from Contractor

- 13.1. Whenever under the Contract any sum or sums of money shall be recoverable from or payable by the Contractor to MOPAC, the same may be deducted from any sum then due, or which at any later time may become due, to the Contractor under the Contract or under any other contract with MOPAC.

14. Notices

- 14.1. Notices may be served by personal delivery to the other party or by sending them by facsimile or by ordinary prepaid post to the party's registered office when they shall be deemed to be served 2 working days after posting.

15. Environmental Requirements

- 15.1. The Contractor shall supply the Goods or provide the Services in accordance with the overall framework of GLA's responsible procurement policy, which is to conserve energy, water and other resources, reduce waste and phase out the use of ozone depleting substances and minimise the release of greenhouse gases, Volatile Organic Compounds and other substances damaging to health and the environment.
- 15.2. All written work in connection with the Contract shall (unless otherwise specified) be produced on recycled paper containing at least 80% post-consumer waste and used on both sides where appropriate.

16. Equal Opportunities

- 16.1. The Contractor shall comply with all anti-discrimination legislation and shall not discriminate in its employment practices or service delivery on the grounds of gender, race, age, disability, religion or sexual orientation.

17. Safeguarding.

- 17.1. The Contractor must have in place, where applicable to the service provision, (and maintain throughout the continuance of the Contract) appropriate child and vulnerable persons safeguarding policies, which must, for the avoidance of doubt meet any requirements of MOPAC's related policies.
- 17.2. This includes, but is not limited to, the Contractor ensuring that its staff and sub-contractors comply and assist MOPAC to comply with the Prevent Duty within the Counter-Terrorism and Security Act 2015 which sets out a duty for specified authorities (and their contractors) to have due regard to the need to prevent people from being drawn into terrorism.

17.3. The Contractor must have in place, where applicable to service provision, arrangements for safeguarding vulnerable persons and ensure they are aware of the appropriate actions to undertake if they observe or suspect a child or vulnerable adult is at risk of abuse or incident(s) of abuse is reported.

17.4. The Contractor must ensure all staff members and volunteers receive appropriate safeguarding training and that this training is up-to-date.

18. Third Party Rights

18.1. The Contractor shall at its own expense obtain all necessary consents and licences in respect of third-party rights and shall indemnify MOPAC against all claims as a result of breach of this clause (clause 18).

19. Audit, Inspection and Information

19.1. The Contractor shall provide access to MOPAC or its auditors to its premises, staff, data and equipment used in connection with the Contract, including providing copies of documents or data if required, free of charge.

20. Security and Insurance

20.1. The Contractor shall ensure that any of its staff who have access to or are employed on MOPAC's premises, comply with MOPAC's safety and security procedures and instructions.

21. Supply of Goods – Contractor's duties

Not used.

Data Protection Legislation (DPL)

21.1. DPL means:

21.1.1. Regulation (EU) 2016/679 (the General Data Protection Regulation) on the protection of natural persons with regard to the Processing of personal data and on the free movement of such data;

21.1.2. Directive (EU) 2016/680; (the Law Enforcement Directive)

21.1.3. any legislation in force from time to time in the United Kingdom relating to privacy and/or the Processing of Personal Data, including but not limited to the Data Protection Act 2018;

21.1.4. any statutory codes of practice issued by the Information Commissioner in relation to such legislation; and

21.1.5. the Privacy and Electronic Communications (EC Directive) Regulations 2003.

22. Supply of Services – Contractor's duties

22.1. The Contractor shall perform the Services specified with all reasonable skill and care.

23. Whistle Blowing

23.1. The Contractor must comply with and have in place a Whistle Blowing policy, which under the Employment Rights Act 1996, workers who suspect wrongdoing in the workplace and disclose their concerns (i.e. a "Whistle Blower") are protected from dismissal and from being subjected to detrimental treatment or victimisation, provided certain criteria are met. These provisions derive from the Public Interest Disclosure Act 1998, which introduced additional sections into

the Employment Rights Act 1996. The Contractor can request to see a copy of MOPAC's policy for reference.

24. Duty to report concerns

- 24.1. The Contractor has a duty to report issues and concerns raised with them, under this contract, to the MOPAC lead commissioner. In this instance it is the named officer defined under **Contacts**.

25. London Living Wage.

- 25.1. For the purposes of this clause, unless the context indicates otherwise, the expression "London Living Wage" means a basic hourly wage as updated from time to time by the GLA Economics Unit or any relevant replacement organisation and as notified to the Contractor.
- 25.2. The Contractor acknowledges and agrees that the Mayor of London pursuant to section 155 of the GLA Act has directed that members of the GLA Group ensure that the London Living Wage is paid to anyone engaged by any member of the GLA Group who is required to discharge contractual obligations in Greater London or on the GLA Group estate, including MOPAC.
- 25.3. Without prejudice to any other provision of this Contract, the Contractor shall:
- 25.3.1. ensure that none of its employees, including sub-contractors, engaged in the provision of the Services (in Greater London or on MOPAC and, or the GLA Group's estate but not otherwise) is paid an hourly wage (or equivalent of an hourly wage) less than the London Living Wage;
 - 25.3.2. ensure that none of its employees, including sub-contractors, engaged in the provision of the Services is paid less than the amount to which they are entitled in their respective contracts of employment;
 - 25.3.3. provide to MOPAC such information concerning the London Living Wage and as the Authority or its nominees may reasonably require from time to time;
 - 25.3.4. disseminate on behalf of MOPAC to its employees engaged in the provision of the Services such perception questionnaires as MOPAC may reasonably require from time to time and promptly collate and return to MOPAC responses to such questionnaires; and
 - 25.3.5. co-operate and provide all reasonable assistance in monitoring the effect of the London Living Wage.
- 25.4. For the avoidance of doubt the Contractor shall implement any updated London Living Wage on or before 1 April in the year following notification of such updated London Living Wage.
- 25.5. MOPAC reserves the right to audit (acting by itself or its nominee(s)) the provision of the London Living Wage to the Contractor's staff and the staff of its sub-contractors.
- 25.6. Any breach by the Contractor of the provisions of this clause 26 shall be treated as a material breach capable of remedy in accordance with clause 11.

26. Taxes and National Insurance

- 26.1. The Contractor shall register for Value Added Tax (VAT) if and when required by law.
- 26.2. The Contractor shall pay all tax (including without limitation VAT) and national insurance contributions due from the Contractor whether in the United Kingdom or elsewhere in relation to the payments to be made to it by MOPAC under this Contract and agrees to indemnify MOPAC in respect of all and any tax and national insurance contributions which may be found

due from MOPAC on any payments made to the Contractor under this Contract together with any interest, penalties or gross-up thereon.

27. Entire Agreement

- 28.1 It is agreed by the parties that this Contract forms the entire agreement between them. Any purported variation to the terms and conditions of this Contract in any Contractor invoice, delivery note or other written notification from the Contractor shall be of no effect. No change or any modification to this Contract will be valid unless expressly stated in writing as amending this Contract and signed by an authorised representative of each party.
- 28.2 This Contract Agreement may be entered by any number of counterparts and by each party on separate counterparts and by each signatory on separate copies as if a separate counterpart. Each counterpart is an original, but all counterparts shall together constitute one single Contract Agreement between the parties
- 28.3 Transmission of an executed counterpart of this contract (but for the avoidance of doubt not just a signature page) by (a) fax or (b) email (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart of this agreement. If either method of delivery is adopted, without prejudice to the validity of the contract thus made, each party shall provide the others with the original of such counterpart as soon as reasonably possible thereafter.

THE CONTRACT has been signed for and on behalf of the Parties the day and year written above.

This contract may be executed by the electronic application of their authorised signatories' signatures and provision of electronic copies of the same

Signed by)

for and on behalf of)

**Mayor's Office for Police
and Crime (MOPAC)**)

Director 1 Name:

Signature:

Date

Signed by)

for and on behalf of)

the Insert Recipient details here)

Director/CEO Name

Signature

Date:

Witness Signature

Date:

Schedule 1 - Service Specification

- 4.1.1 The pilot will work with young people who have suffered harm, including physical, mental or emotional harm, as a result of a criminal offence, or who are relatives of someone whose death was directly caused by a criminal offence. This definition is taken from the Government's Victims Code of Practice.
- 4.1.2 The overall aim of the through the gate mentors is to increase links with victim services, increasing the wellbeing of the boys, and to help them cope and recover from their victimization.

4.2 Pilot objectives

- 4.2.1 The aims of the Cookham Wood Victimisation of Offenders pilot are to:
1. Reduce reoffending amongst boys who are released from Cookham Wood YOI.
 2. Reduce violence levels in Cookham Wood YOI
 3. Improve mental health and resilience, thinking skills and attitudes
 4. Support with links to victim services, helping the boys cope and recover from their victimization.
 5. Improve support networks and personal relationships
 6. Increase employment rates, educational attainment and employment-related skills
 7. Improve partnership working and information sharing between agencies, specifically with victim services
- 4.2.2 A logic model detailing the activities, outputs, outcomes and impacts for the Cookham Wood Victimisation of Offenders pilot can be found in Annex 1.
- 4.2.3 Due to the short term nature of this pilot, some outcomes, such as reducing reoffending, may not be able to be measured straight away, but the other outcomes may have an overall effect on this outcome in the long term.

5 Service Requirements

The Supplier is required to recruit suitable mentors who will work in Kent and London to provide a through the gate service for young people over the course of 8 weeks (4 in prison and 4 outside).

The YOI will only have a small amount of boys leaving per month, and so the mentors can expect no more than 15 boys in their care at once.

The Supplier should endeavor to engage the young people in ensuring the mentors deliver a person-centered approach

The Supplier must be able to demonstrate a trauma-informed approach to their work with the boys, along with a needs assessment to explain which boys are chosen for the mentorship.

The Supplier must be able to mobilise in September to commence recruitment and security clearances, with mentors starting in December 2021. A project timeline is included at 5.1.14.

The Supplier is expected to engage at least 360 boys during the pilot period.

The meetings should be carried out via a range of methods to ensure it is accessible to young adults with different engagement styles. These may include drop-in sessions, informal consultation before and after appointments or by telephone or more formal consultation approaches.

Cookham Wood will refer the boys to the mentors, with the Supplier creating a needs assessment to ensure a person-centered approach.

Each individual mentorship will take place over 8 weeks, with the first four weeks being used to prep the young person to leave the YOI, and the final four to help them reacclimatize to life outside the YOI.

The Supplier must ensure that the mentors chosen are trained correctly and performing to a high standard.

As the number of boys eligible for the pilot will continue to change, it is expected that there will be changes in workload for the mentors as the pilot is delivered. There will not be more than 15 cases per mentor at any one time.

During the course of the pilot, the Supplier is expected to collect data on the mentorship scheme and share the data with MOPAC for the evaluation. The information needed will be confirmed with the contract, but would likely include:

- Impact data
- Numbers of boys worked with
- Number of interactions with Victim services
- Performance of the mentors
- Surveys of the boys on their wellbeing, motivation, attitudes and thoughts on the mentorship.
- Surveys with the mentors on implementation challenges, and thoughts on the process

Schedule 2 - Pricing

- Start Fees: 20% of the contract value will be paid out upfront to support mobilisation. This will be paid out following contract signature, and following receipt of an agreed mobilisation plan
- Development fees: Fees for the mentors will be paid out in a monthly manner.
- Service Fees: The remainder of the fees will be paid at the end to ensure a timely wrap up of the service.

MOPAC Standalone Controller to Processor Paragraphs

Schedule
Data Protection Schedule

Definitions

In this Schedule:

Applicable Law means any law, statute, regulation, byelaw or subordinate legislation in force from time to time to which a party is subject and/or in any jurisdiction that the **services** are provided to or in respect of the common law and laws of equity as applicable to the parties from time to time, any binding court order, judgment or decree, any applicable industry code, policy or standard or any applicable direction, policy, rule or order that is binding on a party and that is made or given by any regulatory body having jurisdiction over a party or any of that party's assets, resources or business;

Communication means a complaint, inquiry or request (other than a Data Subject Request) relating to either party's obligations under Data Protection Laws relevant to this Agreement and/or the Processing of any of the Protected Data, including any compensation claim from a Data Subject or any notice, investigation or other action from a Data Protection Supervisory Authority relating to any of the foregoing;

Controller has the meaning given to that term in Data Protection Laws;

Data Protection Laws	means, the GDPR, the Data Protection Act 2018, the Directive 2002/58/EC (ePrivacy Directive) and/or the Privacy and Electronic Communications (EC Directive) Regulations 2003, any other applicable law relating to the processing, privacy and/or use of Personal Data, as applicable to either party and/or to the processing activity undertake under the Agreement, any laws which implement any such laws and any laws that replace, extend, re-enact, consolidate or amend any of the foregoing;
Data Protection Losses	means all liabilities and other amounts, including all costs (including legal costs), claims, demands, actions, settlements, interest, charges, procedures, expenses, losses and damages (including relating to material or non-material damage), loss or damage to reputation, brand or goodwill, and to the extent permitted by Applicable Law; administrative fines, penalties, sanctions, liabilities or other remedies imposed by a Data Protection Supervisory Authority, compensation paid to a Data Subject (including compensation to protect goodwill and ex gratia payments) and costs of compliance with investigations by a Data Protection Supervisory Authority and the costs of reconstituting Protected Data to the extent the same are lost, damaged or destroyed, and any loss or corruption of Protected Data (including the costs of rectification or restoration of Protected Data);
Data Protection Supervisory Authority	means any regulator, authority or body responsible for administering Data Protection Laws;
Data Subject	has the meaning given to that term in Data Protection Laws;
Data Subject Request	means a request made by a Data Subject to exercise any right(s) of Data Subjects under the GDPR or under any similar Data Protection Laws in relation to any of the Protected Data or concerning the Processing of such data;
Personal Data	has the meaning given to that term in Data Protection Laws;

Personal Data Breach	means any actual or potential breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, any Protected Data ;
Processing	has the meaning given in applicable Data Protection Laws from time to time (and related expressions, including Process , Processed and Processes shall be construed accordingly);
Processing Instructions	has the meaning given to that term in paragraph 2.1.1;
Processor	has the meaning given to that term in Data Protection Laws ; and
Protected Data	means Personal Data received from or on behalf of MOPAC, or otherwise obtained in connection with the performance of the Supplier's obligations under this Agreement.

Unless the context otherwise requires, references to this Schedule include its Appendices.

1 Processor and Controller

- 1.1 The parties agree that, for the **Protected Data**, MOPAC shall be the **Controller** and the Recipient shall be the **Processor**.
- 1.2 The Supplier shall comply with all **Data Protection Laws** in connection with the processing of **Protected Data**, the services and the exercise and performance of its respective rights and obligations under this Agreement and shall not by any act or omission cause MOPAC (or any other person) to be in breach of any **Data Protection Laws**.
- 1.3 MOPAC shall comply with all **Data Protection Laws** in respect of the performance of its obligations under this Agreement.

2 Instructions and details of processing

- 2.1 Insofar as the Supplier processes **Protected Data** on behalf of MOPAC, the Supplier:
 - 2.1.1 unless required to do otherwise by **Applicable Law**, shall (and shall ensure each person acting under its authority shall) process the **Protected Data** only on and in accordance with MOPAC's documented instructions as set out in this paragraph 2 and

Appendix 1 to this Schedule and as updated from time to time by the written agreement of the parties (**Processing Instructions**); and

- 2.1.2 if Applicable Law requires it to process Protected Data other than in accordance with the Processing Instructions, shall notify MOPAC of any such requirement before processing the Protected Data (unless Applicable Law prohibits such information on important grounds of public interest).
- 2.2 The Supplier shall immediately inform MOPAC in writing if a Processing Instruction infringes the Data Protection Laws or any other Applicable Laws relating to data protection and explain the reasons for its opinion that the Processing Instruction is infringing, provided that this shall be without prejudice to paragraph 1.2.
- 2.3 The processing to be carried out by the Supplier under this Agreement shall comprise the processing set out in **Appendix 1** to this Schedule, and such other processing as agreed by the parties in writing from time to time.

3 Technical and organisational measures

- 3.1 The Supplier shall implement and maintain, at its cost and expense, appropriate technical and organisational measures in relation to the processing of Protected Data by the Supplier as set out in **Appendix 2** to this Schedule:
 - 3.1.1 such that the processing will meet the requirements of Data Protection Laws and ensure the protection of the rights of Data Subjects;
 - 3.1.2 so as to ensure a level of security in respect of Protected Data processed by it that is appropriate to the risks that are presented by the processing, in particular from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to Personal Data transmitted, stored or otherwise processed; and
 - 3.1.3 without prejudice to paragraph 6.1, insofar as is possible, to assist MOPAC in the fulfilment of MOPAC's obligations to respond to Data Subject Requests relating to Protected Data.
- 3.2 The Supplier will immediately notify MOPAC if it becomes aware of any advance in technology and methods of working, which indicate that the parties should adjust their security measures.
- 3.3 Without prejudice to paragraph 3.1, the Supplier shall, in respect of the Protected Data processed by it under this Agreement comply with the requirements regarding security of processing set out in Data Protection Laws (as applicable to Processors), all relevant MOPAC policies and in this Agreement.

4 Supplier personnel

- 4.1 The Supplier shall ensure that access to Protected Data is limited to:

- 4.1.1 those individuals who require access to the Protected Data to meet the Supplier's obligations under the agreement; and
 - 4.1.2 the part or parts of the Protected Data that those individuals strictly require for the performance of their duties.
- 4.2 The Supplier will ensure that all individuals:
 - 4.2.1 are informed of the Protected Data's confidential nature and use restrictions;
 - 4.2.2 have undertaken training on Data Protection Laws relating to handling Personal Data and how it applies to their particular duties; and
 - 4.2.3 are aware both of the Supplier's duties and their personal duties and obligations under the Data Protection Laws and this Agreement.
- 4.3 The Supplier shall ensure that all individuals who process Protected Data are subject to a binding written contractual obligation with the Supplier to keep the Protected Data confidential (except where disclosure is required in accordance with Applicable Law, in which case the Supplier shall, where practicable and not prohibited by Applicable Law, notify MOPAC of any such requirement before such disclosure).
- 4.4 The Supplier will take reasonable steps to ensure the reliability, integrity and trustworthiness of and conduct background checks consistent with applicable law on all of the Supplier's employees (and contractors) with access to the Protected Data.

5 Subcontractors

- 5.1 The Supplier shall not engage another Processor (or any replacement) for carrying out any processing activities in respect of the Protected Data without MOPAC's specific prior written authorisation.
- 5.2 The Supplier may only authorise a third party (subcontractor) to process the Protected Data if:
 - 5.2.1 MOPAC provides prior written consent;
 - 5.2.2 the Supplier enters into a written contract with the subcontractor that contains terms substantially the same as those set out in this Agreement and, upon MOPAC's written request, provides MOPAC with copies of such contracts;
 - 5.2.3 the Supplier maintains control over all Protected Data it entrusts to the subcontractor; and
 - 5.2.4 the subcontractor's contract terminates automatically on termination of this agreement for any reason.
- 5.3 The Supplier must list all approved subcontractors in **Appendix 1** to this Schedule and include any subcontractor's name and location and contact information for the person responsible for privacy and data protection compliance.
- 5.4 Where the subcontractor fails to fulfil its obligations under such written agreement, the Supplier remains fully liable to MOPAC for the subcontractor's performance of its obligations.
- 5.5 MOPAC's written request, the Supplier will audit a subcontractor's compliance with its obligations regarding MOPAC's Protected Data and provide MOPAC with the audit results.

6 Assistance with MOPAC's compliance and Data Subject Rights

- 6.1 The Supplier shall (at no cost to MOPAC):
- 6.1.1 immediately record and then refer all **Data Subject Requests** it receives to MOPAC within **two (2) Business Days** of receipt of the request;
 - 6.1.2 provide such information and cooperation and take such action as MOPAC requests in relation to each **Data Subject Request**, within the timescales required by MOPAC; and
 - 6.1.3 not respond to any **Data Subject Request** without MOPAC's prior written approval.
- 6.2 Without prejudice to paragraph 2.1, the Supplier shall, at its cost and expense, provide such information, co-operation and other assistance to MOPAC as MOPAC requires (taking into account the nature of **processing** and the information available to the Supplier) to ensure compliance with MOPAC's obligations under **Data Protection Laws**, including with respect to:
- 6.2.1 security of **processing**;
 - 6.2.2 data protection impact assessments (as such term is defined in **Data Protection Laws**);
 - 6.2.3 prior consultation with a **Data Protection Supervisory Authority** regarding high risk **processing**; and
 - 6.2.4 any remedial action and/or notifications to be taken in response to any **Personal Data Breach** and/or **Communication**, including (subject in each case to MOPAC's prior written authorisation) regarding any notification of the **Personal Data Breach** to **Data Protection Supervisory Authorities** and/or communication to any affected **Data Subjects**.

7 International data transfers

- 7.1 The Supplier must not receive, access, transfer or store **Protected Data** outside the United Kingdom without MOPAC's prior written consent.

8 Records, information and audit

- 8.1 The Supplier shall maintain complete, accurate and up to date written records of all categories of **processing** activities carried out on behalf of MOPAC, containing such information as MOPAC may reasonably require.
- 8.2 The Supplier shall make available to MOPAC on request in a timely manner (and in any event within **three (3) Business Days**) such information as MOPAC reasonably requires to demonstrate the Supplier's and MOPAC's compliance with their respective obligations under **Data Protection Laws** and this Agreement.
- 8.3 The Supplier shall at no cost to MOPAC:

- 8.3.1 allow for and contribute to audits, including inspections, conducted by MOPAC or another auditor mandated by MOPAC for the purpose of demonstrating compliance by the Supplier and MOPAC with their respective obligations under **Data Protection Laws** and under paragraphs 1 to 11 (inclusive) and any associated appendices; and
- 8.3.2 provide (and procure) reasonable access for MOPAC or such other auditor (where practicable, during normal business hours) provided that MOPAC gives the Supplier reasonable prior notice of such audit and/or inspection to:
 - (a) the facilities, equipment, premises and sites on which **Protected Data** are held, and to any other equipment or facilities used in the provision of the **services** (in each case whether or not owned or controlled by the Supplier); and
 - (b) to any individuals who are processing the **Protected Data**.
- 8.4 If any audit or inspection reveals a material non-compliance by the Supplier with its obligations under **Data Protection Laws** or a breach by the Supplier of any of paragraphs 1 to 11 (inclusive), the Supplier shall pay the reasonable costs of MOPAC or its mandated auditors, of the audit or inspection.
- 8.5 The Supplier shall promptly resolve, at its own cost and expense, all data protection and security issues discovered by MOPAC and reported to the Supplier that reveal a breach or potential breach by the Supplier of its obligations under any of paragraphs 1 to 11 (inclusive).
- 8.6 If the Supplier is in breach of its obligations under any of paragraphs 1 to 11 (inclusive), MOPAC may suspend the transfer of **Protected Data** to the Supplier until the breach is remedied.
- 8.7 MOPAC shall be entitled to share any notification, details, records or information provided by or on behalf of the Supplier under any of paragraphs 1 to 11 (inclusive) with MOPAC's group companies, its professional advisors and/or the **Data Protection Supervisory Authority**.

9 Breach notification and communications

- 9.1 The Supplier will notify MOPAC within **twenty-four (24)** hours in accordance with the requirements of **Appendix 3** to this Schedule if it becomes aware of:
 - 9.1.1 any potential or actual unauthorised or unlawful processing of the **Protected Data**; or
 - 9.1.2 any **Personal Data Breach**.
- 9.2 Immediately following any unauthorised or unlawful **Protected Data** processing or **Personal Data Breach**, the parties will co-ordinate with each other to investigate the matter. The Supplier will reasonably co-operate with MOPAC in MOPAC's handling of the matter, including:
 - 9.2.1 assisting with any investigation;
 - 9.2.2 providing MOPAC with physical access to any facilities and operations affected;
 - 9.2.3 facilitating interviews with the Supplier's employees (and contractors), former employees (and contractors) and others involved in the matter; and

- 9.2.4 making available all relevant records, logs, files, data reporting and other materials required to comply with all Data Protection Laws or as otherwise reasonably required by MOPAC.
- 9.3 The Supplier will not inform any third party of any Personal Data Breach without first obtaining MOPAC's prior written consent, except when law or regulation requires it, in which case the Supplier shall notify MOPAC of this fact.
- 9.4 The Supplier agrees that MOPAC has the sole right to determine:
- 9.4.1 whether to provide notice of the Personal Data Breach to any Data Subjects, regulators, law enforcement agencies or others, as required by law or regulation or in MOPAC's discretion, including the contents and delivery method of the notice; and
- 9.4.2 (whether to offer any type of remedy to affected Data Subjects, including the nature and extent of such remedy.
- 9.5 The Supplier will cover all reasonable expenses associated with the performance of the obligations under Paragraph 9.2 and Paragraph 9.3, unless the matter arose from MOPAC's specific instructions, negligence, wilful default or breach of this data processing agreement, in which case MOPAC will cover all reasonable expenses.
- 9.6 The Supplier will also reimburse MOPAC for actual reasonable expenses MOPAC incurs when responding to and mitigating damages, to the extent that the Supplier caused a Personal Data Breach, including all costs of notice and any remedy as set out in Paragraph 9.5.
- 9.7 The Supplier shall promptly (and in any event within **one (1) Business Day**) inform MOPAC by emailing MOPACGDPR@mopac.london.gov.uk if it receives a **Communication** and provide MOPAC with full details of such **Communication**. The Supplier will not respond or otherwise deal with any Communication without first obtaining MOPAC's prior written consent, except when law or regulation requires it, in which case the Supplier shall notify MOPAC of this fact.

10 Deletion or return of Protected Data and copies

- 10.1 The Supplier shall (and shall ensure that all persons acting on its behalf and all individuals who are processing Protected Data shall) without delay (and in any event within **three (3) days**), at MOPAC's written request, either securely delete or securely return all the Protected Data to MOPAC in such form as MOPAC reasonably requests after the earlier of:
- 10.1.1 the end of the provision of the relevant **services** related to processing of such Protected Data; or
- 10.1.2 once processing by the Supplier of any Protected Data is no longer required for the purpose of the Supplier's performance of its relevant obligations under this Agreement,
- and securely delete existing copies (unless storage of any data is required by **Applicable Law** and, if so, the Supplier shall inform MOPAC of any such requirement).

- 10.2 At MOPAC's request, the Supplier will give MOPAC a copy of or access to all or part of MOPAC's Personal Data in its possession or control in the format and on the media reasonably specified by MOPAC.
- 10.3 If any law, regulation, or government or regulatory body requires the Supplier to retain any documents or materials that the Supplier would otherwise be required to return or destroy, it will notify MOPAC in writing of that retention requirement, giving details of the documents or materials that it must retain, the legal basis for retention, and establishing a specific timeline for destruction once the retention requirement ends.
- 10.4 The Supplier will certify in writing that it has destroyed the Personal Data within **two (2)** Business Days after it completes the destruction.

11 Liability and indemnities

- 11.1 The Supplier shall indemnify and keep indemnified MOPAC in respect of all **Data Protection Losses** suffered or incurred by, awarded against or agreed to be paid by, MOPAC or any member of MOPAC group arising from or in connection with:
- 11.1.1 any breach by the Supplier of any of its obligations under paragraphs 1 to 10 (inclusive) and any associated appendices; or
- 11.1.2 the Supplier (or any person acting on its behalf) acting outside or contrary to the lawful **Processing Instructions** of MOPAC in respect of the processing of **Protected Data**.
- 11.2 This paragraph 11 is intended to apply to the allocation of liability for **Data Protection Losses** as between the parties, including with respect to compensation to **Data Subjects**, notwithstanding any provisions under **Data Protection Laws** to the contrary, except:
- 11.2.1 to the extent not permitted by **Applicable Law** (including **Data Protection Laws**); and
- 11.2.2 that it does not affect the liability of either party to any **Data Subject**.

12 Conflicts

- 12.1 Unless otherwise expressly stated in this Agreement:
- 12.1.1 the Supplier's obligations and MOPAC's rights and remedies under paragraphs 1 to 11 (inclusive) of this Schedule and any associated appendices are cumulative with, and additional to, any other provisions of this Agreement;
- 12.1.2 nothing in this Agreement relieves the Supplier of any responsibilities or liabilities under any **Data Protection Laws**;
- 12.1.3 nothing in this Agreement affects the rights of **Data Subjects** under **Data Protection Laws** (including those in Articles 79 and 82 of the **GDPR** or in any equivalent **Data Protection Laws**) against MOPAC, the Supplier or any person acting on behalf of either of them; and

12.1.4 This Schedule shall prevail over any other provision of this Agreement in the event of any conflict.

Appendix 1
Data Processing Instructions

To be completed after contract award

Duration of the processing				
Processing instructions				
Location of processing				
Type of Personal Data				
Categories of Data Subjects				
Approved subcontractors	Name	Purpose for processing	Location of processing	Contact

Appendix 2

Technical and Organisational Measures

Security management

- 1.1 Where the Supplier shares Personal Data with MOPAC, it will provide the Personal Data in aggregate form by email.
- 1.2 The Supplier shall ensure Personal Data is transferred to MOPAC using appropriate security measures:
- 1.3 The Supplier shall, implement and maintain the following measures in respect of Protected Data:
 - 1.3.1 All end-user mobile devices such as laptops must be encrypted. Protected data must be held in encrypted folders.
 - 1.3.2 Protected Data deletion must be undertaken using specialist deletion software that meets the current industry standard.
 - 1.3.3 AES-encrypted portable media, with two-factor authentication and Bitlocker in Windows operating systems must be used to secure both system drives and external media.
 - 1.3.4 For Protected Data accessed via the internet and through the use of mobile phones, HTTPS protocol must be used. This uses TLS/SSL (Transport Layer Security/Secure Sockets Layer) to provide critical data protection during Internet transmission.
 - 1.3.5 Access control permissions must provide Protected Data access to named individuals only:
 - 1.3.6 Access to Protected Data must be strictly controlled by access rights via assigned group membership. Access must only be granted to those who need access to the Protected Data in order to comply with the Processing Instructions.
- 1.4 Where Personal Data is Special Category Personal Data, the Supplier shall take additional steps to safeguard the Special Category Personal Data.

2 Personnel

- 2.1 The Supplier shall, at all times, to the extent it Processes the Protected Data, ensure the Processing by natural persons shall be limited to its employees and the employees of its Approved subcontractors (collectively, **personnel**) that need to Process it to comply with the Processing Instructions and that all such personnel:

- 2.1.1 are reliable and have undergone adequate training in the use, care, protection and handling of Personal Data as required for compliance with all Data Protection Legislation and this Schedule;
- 2.1.2 are informed of the confidential nature of the Protected Data and subject to appropriate obligations of confidentiality;
- 2.1.3 have been subject to DBS vetting;
- 2.1.4 do not publish, disclose or divulge any of the Protected Data to any third party where the party subject to this obligation would not be permitted to do so;

Appendix 3
Breach Notification Form

All Personal Data Breaches must be notified to MOPAC within **twenty four (24)** hours to MOPACGDPR@mopac.london.gov.uk and in accordance with the provisions of Paragraph 9.1 and must contain as a minimum the following details:

1.	Full details of the nature of the Personal Data Breach	
2.	Full details of the categories and approximate number of data subjects concerned	
3.	Full details of the categories and approximate number of personal data records concerned	
4.	If the Personal Data Breach involved any other third parties the full details of those third parties (for example any sub-contractors)	
5.	The likely consequences of the Personal Data Breach	
6.	The measures taken to mitigate the Personal Data Breaches possible adverse effects	
7.	The name and contact details of the data protection officer or other contact point where more information can be obtained	